IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMEMT NO.294 OF 2006

IN

SUMMARY SUIT NO.1400 OF 2006

Thomson Press (India) Ltd. ...Plaintiff.

vs.

English Edition Publishers &
Distributors (India) Pvt.Ltd. ...Defendant.

Mr.R.D.Vora, for Plaintiff.

Mr.G.V.Nagarseta, for Defendant.

CORAM: D.K.Deshmukh, J.

DATED: 19th September,2006.

1. The plaintiff has filed the suit for recovery of the price of the goods supplied by the plaintiff to the defendant. There is no dispute between the parties that the goods were supplied by the plaintiff to the defendant. There is no dispute that by letter dated 16.12.2004 the defendant admitted that the unpaid price of the goods supplied by the plaintiff to the defendant till December,2004 was 11,62,100/- It is also an admitted position that after December,2004 two consignments were supplied by the plaintiff to the

defendant. The learned Counsel appearing for defendant states before me that the price of both the consignments supplied after December,2004 is outstanding.

2. The only defence that was argued before me was that on the bill issued by the plaintiff an endorsement is made that "all disputes subject to jurisdiction of the Noida (UP) Courts only". Perusal of the reply filed by the defendant, however, shows that the defendant has not claimed that any part of cause of action of the plaintiff against the defendant has arisen within the jurisdiction of the Noida(UP) Court. Without any part of cause of action arising within the jurisdiction of the Noida(UP) Court, the term on the bill of the plaintiff will not operate to confer exclusive jurisdiction on the Noida (UP) Court. The defendant admittedly is carrying on business in Bombay within the jurisdiction of this Court. Therefore, under clause 12 of the Letters Patent, this Court will have jurisdiction to entertain the suit. The defendant, thus, has no defence to offer. The summons for judgment is granted. The suit of the plaintiff is decreed in terms of prayer clause (a) and (b). Refund of Court fees as per rules.